

EXHIBIT C

12566

**INCLUSIVE ACCESS
MASTER AGREEMENT
FOR EBOOKS AND DIGITAL HOMEWORK SOLUTIONS**

This Agreement is made, effective as of **March 21, 2017** (the "Effective Date"), by and between **Central Washington University, 400 E. University Way, Ellensburg, WA 98926** ("INSTITUTION"), and **Cengage Learning, Inc.**, with an office located at 5 Maxwell Drive, Clifton Park, NY 12065 ("Cengage").

The parties hereto agree as follows:

1. **Titles.** Subject to the provisions below, Cengage hereby offers to INSTITUTION eBooks and digital homework solutions as agreed from time to time during the term of this Agreement by Cengage and INSTITUTION (collectively the "Titles") for access by INSTITUTION's students, faculty members or staff ("Authorized Users"). INSTITUTION's bookstore shall have the right, on behalf of INSTITUTION, to acquire access to eBooks and digital homework solutions from Cengage, at the same prices as INSTITUTION for distribution to Authorized Users hereunder. INSTITUTION shall order, and pay Cengage for, Titles or access to Titles for each student enrolled, as of the add/drop date, in each INSTITUTION course using the Titles. Cengage shall provide looseleaf versions of standalone eBooks and eBooks contained in digital homework solutions for students for whom access to the corresponding eBook has been purchased, for between fifteen dollars (\$15), twenty-five dollars (\$25), and thirty-five dollars (\$35) per unit, for up to thirty-five percent (35%) of enrollments.
2. **Pricing.** Cengage's then current list prices of the Titles minus the discounts set forth on Appendix A shall apply to Titles unless and until amended in a writing mutually agreed upon by both parties. All INSTITUTION's payments under this Agreement are exclusive of shipping, handling and taxes, if any. Except for taxes based on Cengage's net income, INSTITUTION shall pay any federal, state, county, local or other governmental taxes, fees and duties now or hereinafter imposed on the sale, export, use or possession of the eBook Titles by INSTITUTION or the Authorized Users hereunder.
3. **Reporting and Payment.** As soon as reasonably practicable after the add/drop date of each INSTITUTION course which uses Titles hereunder, INSTITUTION shall report to Cengage the number of students enrolled, as of such add/drop date, in each such course and the Material used in each such course. Such reports shall be sent to cl.reports@cengage.com. Upon receipt of such report, Cengage shall invoice INSTITUTION for the Material times the number of students so enrolled. INSTITUTION shall pay Cengage the amounts due after application of the discounts set forth on Appendix A on net 30 terms from the date of Cengage's invoice.
4. **Terms and Conditions Governing Access to eBooks and Digital Homework Solutions.**
 - a. **Definitions**
 - i. **Authorized Users** - "Authorized Users" shall mean INSTITUTION's individuals who are currently studying or teaching as faculty or administrators requiring access to the eBook Titles or digital homework solutions for administrative purposes at any time during the term of this Agreement and to whom a secure password has been issued or regarding whose access to the eBook Titles or digital homework solutions other similar security method which ensures that each user is individually identified.
 - ii. **Content Platform** - "Content Platform" shall mean the software, website, or other technology platform designed to display digital content and which is operated by Cengage or an entity under contract with Cengage.
 - iii. **Content Platform Company** - "Content Platform Company" shall mean Cengage or an entity under contract with Cengage.
 - iv. **Secure Server** - "Secure Server" shall mean a server owned or operated by the Content Platform Company, which shall be accessed via a portal on INSTITUTION's learning management system and which is only accessible to Authorized Users and whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Content Platform Company.
 - b. **Duties of the Parties**
 - i. Cengage hereby grants INSTITUTION the right to use, on a limited, worldwide, non-exclusive, non-assignable and non-transferable basis, during the Term hereunder, the eBook Titles and digital homework solutions, by

way of Authorized Users' access to the eBook Titles and digital homework solutions on the Secure Server for the purposes of research, teaching and private study only. Authorized Users shall have access to the eBook Titles and digital homework solutions for the duration of the course in which such Titles are used.

- ii. During the Term, the Content Platform Company shall maintain and host the eBook Titles and digital homework solutions for access by Authorized Users. Cengage shall load the eBook Titles and digital homework solutions on the Content Platform on the Secure Server. Access to the eBook Titles and digital homework solutions shall be subject to Cengage's digital rights management ("DRM") parameters listed in Section 4.c.ii below unless the Content Platform Company applies different DRM parameters.
- iii. In the event that Cengage (i) ceases to have sufficient rights in any of the eBook Titles or digital homework solutions to grant the rights granted to INSTITUTION under this Agreement, (ii) is required by judicial or governmental order to cease or suspend publication of any eBook Title or digital homework solution, or (iii) decides in its reasonable judgment to cease or suspend distribution of any eBook Title or digital homework solution, due to a threat of legal action or liability, Cengage shall advise INSTITUTION and INSTITUTION and the Authorized Users shall immediately cease using such eBook Titles or digital homework solutions. Cengage shall, if possible, promptly procure the right for INSTITUTION and the Authorized Users to such eBook Titles or digital homework solutions or, if possible, substitute similar eBook Titles or digital homework solutions.

c. Rights of Authorized Users and Restricted Activities

- i. Each Authorized User shall have the right to search, view, retrieve and display any and/or all eBook Titles or digital homework solutions.
- ii. Authorized Users shall use the eBook Titles and digital homework solution only for their own educational purposes. Authorized Users shall not use the eBook Titles or digital homework solutions, directly or indirectly, in any commercial manner. Authorized Users are only authorized to use the eBook Titles and digital homework solution within the following digital rights managements ("DRM") specifications, unless otherwise advised:

The digital rights management technology shall restrict users as follows:

- A. May not have a publication file on more than two (2) concurrent devices owned by the same user; In the case of hosted as opposed to file-based access, the user may log into multiple devices to view content so long as they are prevented from engaging in multiple sessions at the same time.
 - B. May not cut, copy, paste or forward more than ten percent (10%) of the eBook Title;
 - C. May not print, including print to pdf, more than ten percent (10%) pages of the eBook Title;
 - D. May not print, including print to pdf, copy, cut, paste or forward any material from the eBook Title without a dynamic watermark or other statement that indicates the material is protected by copyright and the i.d. of user to the extent possible;
 - E. User sessions for hosted content will expire after sixty (60) minutes of inactivity.
 - F. May not share content of an eBook Title copied to a user's journal, or similar feature, with other than others who have purchased access to the same eBook Title;
 - G. May not copy images from an eBook Title into a user's journal, or similar feature.
- iii. Authorized Users are not authorized to mount or distribute any part of the eBook Titles or digital homework solutions on any electronic network, including without limitation, via the Internet and the World Wide Web.
 - iv. INSTITUTION shall take all reasonable precautions to ensure that Authorized Users comply with the terms and conditions set forth in this Section 4. In the event either INSTITUTION or any Authorized Users breach the provisions of this Section 4, Cengage may, at its option, remove access to the eBook Titles by the breaching party.
- d. Ownership of eBook Titles and Digital Homework Solutions. As between INSTITUTION (and its Authorized Users) and Cengage, all rights, title and interest in and to the content, data, intellectual property and materials contained in the eBook Titles and digital homework solution shall remain the property of Cengage. Nothing in this Agreement shall be construed to prevent Cengage from selling, licensing, using, repurposing or permitting any third party to use the eBook Titles or digital homework solutions or any content and intellectual property contained therein.

5. **Trademarks; Proprietary Materials.** Each party acknowledges that the names, marks, logos, insignias, trademarks, trade names, and/or service marks of the other party (respectively, the "Cengage Marks" and "INSTITUTION Marks") are valid and owned by such other party and that the first party shall have no right to use the

same without the prior written consent of the other. Neither party shall represent that it has any rights, title or interest in and to the Cengage Marks or INSTITUTION Marks, as appropriate. The obligations of this subsection shall survive termination of this Agreement.

6. Confidential Information.

- a. Each party shall, during the Term and thereafter treat all confidential and proprietary information ("Confidential Information") and all materials containing Confidential Information provided by the other party, including, but not limited to, the terms of this Agreement and all other Confidential Information of the disclosing party as confidential. The receiving party shall use reasonable efforts, commensurate with the efforts used in protecting their own Confidential Information, to protect the Confidential Information from any unauthorized use, disclosure, communication or other dissemination of any of the Confidential Information resulting from any act or omission of the receiving party, or any other person acting by, through, under or in concert with the receiving party.
- b. The terms of Section 6.a shall not apply to any information which can be shown (a) is known or accessible to the public or otherwise in the public domain, (b) becomes known or accessible to the public or otherwise in the public domain through no fault of the receiving party, (c) is in the receiving party's possession prior to disclosure by the disclosing party, (d) is lawfully obtained by the receiving party from a source other than from the disclosing party and not subject to any obligation of confidentiality or restrictions on use, or (e) by clear and convincing evidence that it is independently developed by the receiving party without reference to the other party's Confidential Information, or (f) is required by applicable law to be disclosed.
- c. Each party acknowledges and realizes that the Confidential Information of the other party is special, unique, and extraordinary and is vital to the disclosing party. Accordingly, in the event a party violates or threatens to violate any of the terms or provisions of this Section 6, the disclosing party will sustain irreparable harm. Therefore, in addition to any and all other remedies a disclosing party may have under this Agreement, at law or in equity, a disclosing party is entitled to seek to institute and prosecute proceedings at law or in equity, in any court of competent jurisdiction, to obtain an injunction restraining the receiving party from violating or continuing to violate this Agreement.

7. Publicity. Without the other party's prior written consent as to each use, neither party shall publish any press release, advertising, sales literature or other publicity or statements relating to the existence or substance of this Agreement or the relationship between the parties created by this Agreement. Neither party shall use any of the names, service marks or trademarks of the other in any of its advertising or marketing materials.

8. Term; Termination.

- a. The initial term of this Agreement, unless sooner terminated as provided herein, shall commence on the Effective Date and shall continue until two (2) years thereafter (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Period"), unless either party hereto notifies the other party hereto in writing of its desire not to renew this Agreement at least sixty (60) days prior to the end of the Initial Term or the then current Renewal Period. The Initial Term and all Renewal Periods are collectively referred to herein as the "Term" of this Agreement.
- b. This Agreement may be terminated by either party for breach if such breach is not cured within thirty (30) days after written notice of such breach is given to the other party.
- c. Cengage shall have the right to terminate this Agreement, in the event that INSTITUTION's purchases hereunder fail to achieve purchases for at least eighty-five percent (85%) of the students enrolled in courses using the Titles during the term of this Agreement.

9. Notice. Any notice or other communication made or given by either party in connection with this Agreement shall be sent in a manner that confirms receipt, addressed as follows:

INSTITUTION:
Central Washington University
400 E. University Way
Ellensburg, WA 98926
Attention: Steve Wenger or Scott Harper

Cengage:
Cengage Learning, Inc.
5 Maxwell Drive
Clifton Park, NY 12065
Attention: VP Legal

10. Warranties; Indemnification; Limitation of Liability

- a. Each party represents that it has the authority to enter into this Agreement and the entering into this Agreement and the performance of its obligations and exercise of its rights hereunder will not violate the provisions of any other agreement to which such party is a party or any applicable laws or regulations. Cengage represents and warrants that it either owns the intellectual property contained in the Titles or has received the necessary permissions and licenses from the copyright holders to allow it to perform its obligations pursuant to this Agreement. Cengage further warrants that the Titles do not infringe upon or violate any copyright, trade name, trademark, or any other proprietary right of any third party, that Cengage is not party to any legal action or administrative proceeding that involves a claim by any third party that the Titles infringe on the intellectual property rights of any third party, and the Titles are free of obscene, pornographic or defamatory material. Cengage agrees that the express warranties will survive acceptance of the Titles and will inure to the benefit of INSTITUTION, its successors, assigns, students and faculty users of the Titles. The Titles will be manufactured, created, and sold, as applicable, without violating any applicable law or regulation of any government entity with jurisdiction in the circumstances and will be provided as new and not used or refurbished.
- b. EXCLUDING SPECIFIC WARRANTIES PROVIDED IN THIS AGREEMENT, THE TITLES ARE BEING SUPPLIED HEREUNDER "AS IS" AND THERE ARE NO ADDITIONAL WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED IN LAW OR IN FACT, ORAL OR IN WRITING. CENGAGE SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED OR INCURRED BY INSTITUTION OR ANY THIRD PERSON ARISING OUT OF ANY INACCURACIES, ERRORS, OR OMISSIONS IN THE TITLES. INSTITUTION HEREBY ACKNOWLEDGES THAT INSTITUTION HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.
- c. Each party assumes liability for, and shall indemnify, defend, protect, save and hold the other party harmless from and against, any and all third party claims, demands, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, damages and expenses, including reasonable attorneys' fees, of whatsoever kind or nature arising out of (i) any breach or alleged breach by indemnitor of its representation, warranties, covenants or obligations hereunder; (ii) any of indemnitor's acts or omissions that are negligent or comprise willful misconduct; (iii) infringement by indemnitor of any copyright, trade secret, or patent; (iv) allegations of infringement perpetrated by the indemnitor, or (v) violation by the indemnitor of any state, Federal, or local law, code, ordinance, or regulation.
- d. The party seeking indemnification shall (i) promptly notify the other of any claim or litigation of which it is aware to which the indemnification relates; (ii) allow the indemnifying party to control the defense and settlement, to the extent consistent with applicable laws and regulations; and (iii) cooperate with the other in connection with defending such claim.
- e. The indemnifying party shall afford the indemnified party the opportunity to approve any compromise, settlement, litigation or other resolution or disposition of such claim or litigation, to the extent consistent with applicable laws.

- f. EXCEPT WITH RESPECT TO INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE OBLIGATIONS FOR CLAIMS BROUGHT BY THIRD PARTIES OR BREACHES OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR ANY FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **Miscellaneous**

- a. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of Washington, excluding its conflict of laws provisions which would require the application of the laws of another jurisdiction.
- b. *Waiver.* Any delay or failure by a party to exercise a right or remedy shall not result in a waiver of that, or any other, right or remedy.
- c. *Force Majeure.* Except for the obligations to make payments hereunder, neither party shall be liable for any delay or failure in performance under this Agreement that results directly or indirectly from natural disasters, accidents, acts of government, civil disorder, strikes, war, terrorism or any other cause or condition beyond the reasonable control of such party.
- d. *Assignment of this Agreement.* A party may not assign this Agreement without the other's prior written consent, which consent shall not be unreasonably denied or delayed, except that no consent to assignment shall be required in the event of assignment to an affiliate of a party or to an entity obtaining a more than fifty percent (50%) ownership interest in the assigning party or to the surviving entity of a merger with the assigning party or to an acquirer of substantially all of the assets of the assigning party or the business unit of the assigning party with responsibility for this Agreement.
- e. *Enforceability.* If any provision of this Agreement is unenforceable, the parties (or, if the parties cannot agree, a court) shall revise such provision so that it can be enforced. If no revision is possible, the rest of this Agreement shall remain in full force and effect.
- f. *Independent Contractor.* Each party is an independent contractor for all purposes, without express or implied authority to bind the other party by contract or otherwise. Neither party nor its employees, agents or subcontractors are agents or employees of the other party. Each party shall be responsible for all costs and expenses incident to performing its obligations under this Agreement.
- g. *Entire agreement.* This Agreement comprises the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings, whether written or oral, between the parties regarding such subject matter. This Agreement may only be modified by a signed document that states that it is modifying this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Central Washington University

CENGAGE LEARNING, INC.

By: 

By: 

Printed Name: Joel Klucking

Printed Name: Robert Schuck

Title: VP Business & Financial Affairs

Title: Director of Finance & Business Administration

APPENDIX A PRICES

For eBook Titles, Institution shall pay Cengage for each student enrolled, as of the add/drop date, in each course using the eBook Titles, twenty-five percent (25%) off of Cengage's then current digital list price for the Titles.

For digital homework solutions, INSTITUTION shall pay Cengage for each student enrolled, as of the add/drop date, in each course using such Titles, an amount after application of the following discounts which shall be applied against Cengage's virtual net prices, which virtual net prices are twenty-five percent (25%) off of Cengage's then current list prices:

For purposes of the discount table below, purchases of access to digital homework solutions hereunder shall be measured in each contract year. The first contract year commences on the Effective Date and continues to the first anniversary thereof. Once INSTITUTION has achieved a particular threshold below in a contract year, the discount for subsequent purchases of access to digital homework solutions hereunder in such contract year and for the next contract year shall be increased to the higher discount rate. If such purchases in the next contract year do not achieve at least the same threshold, the discount rate for the following year shall revert to the rate applicable for purchases made in such next year.

Cengage reserves the right to adjust list prices during the Term of this Agreement.

Discount Rate	Disciplines
10%	<p>Computing; Calculus; Economics; Psychology & Psychotherapy; Chemistry; Precalc/Coll Alg-Trig; Accounting; Spanish; Applied Math; Developmental Math; Physics; Finance; Business Statistics; Developmental English; Statistics; French; Basic Health Science; Philosophy; Human Resource Mgt; Liberal Arts/Service Math; Advanced Math; German; Automotive Trades; Astronomy; Office Management; Italian; Paralegal; Medical Assisting; Health Information Management; Surgical Technology; Other Modern Languages; Speech & Language Therapy; Accounting, General; Agriscience; Cosmetology;</p> <p>Business Law; Marketing; Life Sciences; English; Business Communication; Biology; Taxation; Sports/Health/Recreat/Leisure; Music; Creative and Technical; Assessment/Counseling; Literature; MIS; Medical Insurance & Coding; Engineering; Japanese; Radio/TV/Film; Nursing Assisting; Construction Trades;</p> <p>Management; Freshman Orientation/College; Political Science; Speech; History; Business; Criminal Justice; Social Science/Sociology; Math; Art; Education; Office Technology; Earth Sciences; Social Work; Religion & Phenomena; Communication Arts; HVAC/Refrigeration; Career Development; Anthropology; Mechanical Engineering; Electrical; Welding; Drafting; Humanities; Other; Dental Assisting; Forensic Science; Business Math; Applied Math; Fin & Appl Calc; Entrepreneurship; Respiratory Care; Economic Principles; Audiology; Culinary Arts; Health Admin and Management; Radiographic Technology; Catering; Tech Prep Communications; Administration and Supervision; Personal Development; Hobbies/Crafts; Professional Other; Hospitality/Food Service; Skin; Clinical/Medical Lab Tech; Beauty Therapy; English as Second Language; Travel/Tourism; Blueprint Reading and Drafting; Finance & Investment; Insurance; Business Information Systems; International Business; Fire Science; Communications; Digital Photography; Complementary Medicine Therapy; Veterinary; Legal Secretarial Studies; Earth & Planetary Sciences; Computer; Sports Medicine; Licensed Practical/Voc Nursing; Electronics; Computer Applications; Trades/Technology/Industry/; Computer Certification; Careers - Job Search; Computer Graphics; Aviation; Management & Supervision; Financial Mkts & Institutions; Computer Security; Pharmacy Technology; Massage; Physical Therapy; Banking, General; Digital Filmmaking; Hair; Process Engineering; Environment Science; Programming; Consumer Education; Emergency Medical Services; Medical Transcription; Record Keeping; Career Education; Salon Business; Mind Body and Spirit; Sciences; Electrical Engineering; Driver Education; Mortuary Science; CAD; Barbering; Game Development/Planning; Music Recording; Advertising; Nails; General; Non Specific; Tech Education; Nursing; Theatre; Ethical Management; Travel & Tourism; Occupational Therapy; Truck Driving Training; Business Ethics; Office Procedures; Hairdressing & Salon Management; General Math;</p>